

राष्ट्रीय राजमार्ग एवं अवसंरचना विकास निगम लिमिटेड

सड़क परिवहन और राजमार्ग मंत्रालय, भारत सरकार
तीसरी मंजिल, पीटीआई बिल्डिंग, 4-संसद मार्ग, नई दिल्ली-110001



National Highways & Infrastructure Development Corporation Limited

Ministry of Road Transport & Highways, Govt. of India
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(भारत सरकार का उद्यम)

(A Government of India Enterprise)

NHIDCL/MMLP Jogighopa/IWT Terminal/AE/221390/2023

Date: 27.10.2023

DEBARMENT NOTICE

Sub: Debarment of M/s Arkitechno Consultants(India) Pvt. Ltd. from participating in the pre-qualification or bidding for all future projects to be undertaken by NHIDCL/NHAI/MoRTH for a period of 2 years-reg.

1. LOA for the work “ Consultancy Services and Authority’s Engineer for Supervision of Development of Inland Water Transport (IWT) Terminal at MMLP Jogighopa, Assam” was issued to M/s Arkitechno Consultants(India) Pvt. Ltd. vide letter dated 22.03.2023.

2. Whereas, it was intimated that as per conditions of the RFP (Clause 7 of section 2), an unconditional Bank Guarantee towards Performance Security for an amount of Rs. Rs. 22, 44,155/- (Rs. Twenty-Two Lakhs Forty-Four Thousand One Hundred & Fifty-Five only) within 15 days of Issue of LOA with a duration of 80 months [78 months + 2 months].

3. Whereas, the consultant vide letter no. ARKI: NHIDCL: IWT:23-485 dated 27.03.2023 (CP/02) has submitted the acceptance of LOA and further submitted that all the nationalized banks have denied to issue a bank guarantee for such a vast period i.e., 80 months, as the bank norms are not allowing issuance of Bank Guarantee for a period more than 60 months (including a claim period of 12 months).

4. Whereas, the matter was discussed with Finance division and HDFC Bank and vide letter dated 04.04.2023 it was intimated that a Bank Guarantee for a higher tenure i.e. (80 months) can be given against a FD for 100% of the amount.

5. Whereas, notice was issued to the consultant i.e. M/s Arkitechno Consultants (India) Pvt. Ltd. as to why NHIDCL should not invoke clause 7.4 of section 2 and clause 29 of section 1 of RFP against the consultant.

6. Whereas, the consultant again submitted that bank guarantee for such a vast period (i.e. 80 months) cannot be issued as the bank has denied issuance of a BG for such vast amount of time.

7. Whereas, the matter was again discussed with banks and it was intimated that banks can issue a BG for 10 years. Further, vide letter dated it was directed to the consultant i.e. M/s Arkitechno Consultants (India) Pvt. Ltd. that the bank guarantee for a total period of 80 months as per LOA must be submitted latest by 12.05.2023 (1500 Hrs) to NHIDCL HQ failing which necessary action as deemed fit as per stimulation of RFP shall be initiated against the firm.

8. Whereas, LOA issued to the consultant was withdrawn and Bid security of Rs. 50,000/- was forfeited as per Clause 29 of section 1 of RFP which states that “The Bid Security will be forfeited: (d) If the Successful Consultant fails to furnish the Performance Security within the stipulated time.”

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9. Whereas, it is pertinent to mention that due to non-submission of Bank Guarantee by the consultant, the appointment of AE for the subject project has been delayed, hindering the work progress.

10. Whereas, a show cause notice vide letter dated 25.09.2023 was issued to consultant to justify why no action should be taken against your firm in the future projects for a period of 2 years within 7 days failing which necessary action will be taken against the firm as deemed fit. However no reply in this regard has been received from the consultant.

11. Whereas, as Clause 7.4 of section 2 of RFP which states that "Notwithstanding anything to the contrary contained in this Agreement, the Parties agree that in the event of failure of the Consultant to provide the Performance Security in accordance with the provisions of Clause 6.1 and 7.1 within the time specified therein or such extended period as may be provided by the Authority, in accordance with the provisions of Clause 7.3, all rights, privileges, claims and entitlements of the Consultant under or arising out of this Agreement shall be deemed to have been waived by, and to have ceased with the concurrence of the Consultant and the LoA shall be deemed to have been withdrawn by mutual agreement of the Parties. Authority may take action to debar such firms for future projects for a period of 1-2 year.

12. In light of the above, M/s Arkitechno Consultants Pvt. Ltd. Plot no. N-3/91IRC village, Nayapalli, Bhubaneswar, 751015 is hereby debarred from participating in future projects of NHIDCL/NHAI/MoRTH either directly or indirectly from the date of issuance of this notice for a period of 2 years in accordance with clause 7.4 of section 2 of the RFP.

13. This Debarment order is issued without prejudice to any other rights or remedy available with the Authority under the Contract Agreement and / or applicable law.

14. This issues with the approval of the Competent Authority.

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27/10/23

General Manager(Infra)
Email:gm.infra@nhidcl.com

Copy to:

1. PPS to Director General (Road Development) and Special Secretary, MoRT&H
2. PS to The Chairman, NHAI,
3. PS to DGBR, Seema Sadak Bhawan,
4. PS to MD, NHIDCL
5. PS to Director(T), NHIDCL
6. PS to Director(A&F), NHIDCL
7. All ED(T/P), GM(T/P), DGM (T/P), NHIDCL
8. IT Division, NHIDCL- to host the notice on NHIDCL website.
9. Consultant i.e. M/s Arkitechno consultants(India) Pvt. Ltd.